

**IN THE UNITED STATES DISTRICT COURT  
FOR WESTERN DISTRICT OF PENNSYLVANIA**

DAVID BURKES, on behalf of himself and  
others similarly situated,

Plaintiff,

v.

ARIAS AGENCIES, and AMERICAN  
INCOME LIFE INSURANCE COMPANY,

Defendants.

CIVIL ACTION  
NO. 2:22-CV-01054-WSH  
ELECTRONICALLY FILED

**ARIAS AGENCIES' MOTION TO JOIN AMERICAN INCOME LIFE INSURANCE  
COMPANY'S MOTION TO COMPEL INDIVIDUAL ARBITRATION AND TO  
DISMISS**

Defendant Arias Agencies, by and through its undersigned counsel, hereby joins and adopts as if fully set forth herein American Income Life Insurance Company's Motion to Compel Individual Arbitration and to Dismiss. A Memorandum of Law in Support, filed on behalf of Defendant Arias Agencies, as well as a proposed Order, is filed contemporaneously.

Defendant Arias Agencies further joins and adopts as if fully set forth herein American Income Life Insurance Company's Memorandum of Law in Support of its Motion To Compel Individual Arbitration And To Dismiss.

Respectfully submitted,

STRASSBURGER McKENNA GUTNICK &  
GEFSKY

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**CERTIFICATE REGARDING MEET-AND-CONFER EFFORTS**

Pursuant to the Court's order dated July 26, 2022 (ECF No. 5), the undersigned counsel for Defendant Arias Agencies certifies that before filing this Motion, the Parties met and conferred in good faith regarding the enforceability of Plaintiffs' arbitration agreements, the coverage of Plaintiffs' claims under their arbitration agreements, and the appropriate disposition of this case following the submission of Plaintiffs' claims to individual arbitration. The Parties' counsel conferred via videoconference on August 22, 2022, September 14, 2022, and October 10, 2022, and via e-mail exchanges dated August 30, 2022, September 6, 2022, September 22, 2022, and September 27, 2022. Plaintiffs refused to agree to the dismissal (without prejudice) of their actions despite Plaintiffs' counsel's concession and stipulation that Plaintiffs' claims were subject to arbitration. Therefore, Defendants were forced to move to compel arbitration and dismiss (without prejudice) Plaintiffs' actions.

Respectfully submitted,

STRASSBURGER McKENNA GUTNICK &  
GEFSKY

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*Counsel for Defendant Arias Agencies*

**CERTIFICATE OF SERVICE**

I do hereby certify that the foregoing **ARIAS AGENCIES' MOTION TO JOIN AMERICAN INCOME LIFE INSURANCE COMPANY'S MOTION TO COMPEL INDIVIDUAL ARBITRATION AND TO DISMISS** was served upon all parties via electronic ECF notification on this 24<sup>th</sup> day of October 2022:

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/s/ Jean E. Novak

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